

#490

AGREEMENT
MAY 1989
RUTGERS UNIVERSITY
AGREEMENT BETWEEN

MEDFORD TOWNSHIP TRANSPORTATION &
VEHICLE MAINTENANCE ASSOCIATION

and

MEDFORD TOWNSHIP BOARD OF EDUCATION

1989 to 1990

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ARTICLE I

UNITrecognition

A. The board hereby recognizes the Medford Education Association as the exclusive and sole representative for collective negotiations concerning grievances and terms and conditions of employment for personnel as indicated below under contract, on leave, employed or to be employed by the Board, including:

1. Drivers
2. Mechanics

B. DEFINITION OF EMPLOYEE - Unless otherwise indicated, the term "employee", when used hereinafter in this Agreement, shall refer to all employees represented by the association in the negotiation unit as above defined, and references to male employees shall include female employees.

ARTICLE II

NEGOTIATION OF SUCCESSOR AGREEMENT

A. Consistent with Chapter 123, Public Law of New Jersey 1974, the Board shall not affect any change concerning terms and conditions of employment except those so negotiated and included as part of this Agreement and contained herein.

B. Not later than December 1, 1989, the Board agrees to initiate negotiations with the Association over a Successor Agreement in accordance with the procedure set forth herein in good faith effort on both sides to reach continuing agreement not only on salaries and other conditions of employment but also on other matters of personnel policy and relationships which may then be of concern and interest. By the same date, the Association agrees to present to the Board its proposals for the Successor Agreement. Any agreement so negotiated shall apply to all members of the negotiation unit and shall be reduced to writing and signed by all parties.

C. During negotiations the Board and the Association shall present relevant data, exchange points of view, and make proposals and counter proposals. Each party shall promptly make available to the other, upon request, information within its possession which is not privileged under law and which is relevant to the subject under discussion. Either party may, if it so desires, utilize the services of outside consultants and may call upon professional and law representatives to assist in negotiations.

D. Whenever members of the bargaining unit and Board, or it's representatives, are mutually scheduled by the parties hereto to participate during working hours in conferences, grievance proceedings, meetings or in negotiations respecting the collective bargaining agreement, they will suffer no loss in pay.

ARTICLE III

GRIEVANCE PROCEDURE

A. Definition

A grievance shall mean a claim by a grievant that a loss or injury has been incurred as a result of the misinterpretation or misapplication of the terms of this Agreement, and shall be subject to binding arbitration. A claim by a grievant that a loss or injury has occurred as a result of the misinterpretation or misapplication of an existing Board rule, policy, practice or administrative decision as these affect terms and conditions of employment shall be subject to advisory arbitration.

B. A grievance to be considered under this procedure must be initiated by the employee or group of employees within forty-five (45) working days from the time the grievant knew or should reasonably have known.

C. An aggrieved person is the person or persons making the claim.

D. The Association shall be advised within two (2) working days that a grievance has been filed with the Superintendent by an individual or group of employees and shall further be provided with the Superintendent's response to the grievance.

E. Any employee who decides either alone or with the assistance of the Association that he has a grievance shall discuss it with his immediate superior or principal in an attempt to resolve the matter informally at that level. All grievances that involve salary, monetary compensation or the Superintendent's administrative decisions may begin at level three of the grievance procedure.

F. LEVEL TWO

If as a result of the discussion, the matter is not resolved to the satisfaction of the employee within seven (7) working days of such discussion, the employee shall set forth his grievance in writing to his principal or other immediate superior, specifying:

- a. The nature of the grievance and date occurred.
- b. The results of the previous discussions.
- c. His dissatisfaction with decisions previously rendered.
- d. Relief sought.

The principal or immediate superior shall communicate his decision, to the aggrieved and his representative, in writing within seven (7) working days of receipt of the written grievance.

G. LEVEL THREE

The employee, no later than seven (7) working days after receipt of the principal's or immediate superior's decision, may appeal the principal's or immediate superior's decision to the Superintendent of Schools. The appeal to the Superintendent must be made in writing, reciting the matter submitted to the principal or immediate superior as specified above the employee's dissatisfaction with decisions previously rendered. The aggrieved party or his/her representative may request a meeting at this Level at which he/she may present his/her reasons in support of his/her grievance. The Superintendent shall attempt to resolve the matter as quickly as possible, but within a period not to exceed fifteen (15) working days, the Superintendent shall communicate his decision in writing to the employee, the principal or immediate superior, and the Association.

H. LEVEL FOUR

If the grievant is dissatisfied with the decision of the Superintendent, he or she, no later than seven (7) working days after receipt of the Superintendent's decision, may request a review by the Board of Education.

The request shall be submitted in writing through the Superintendent of Schools, who shall attach all related papers and forward the request within five (5) working days to the Board of Education. The Board shall review the grievance and shall, at the option of the Board or upon request of the employee, hold a hearing with the employee and render a decision in writing within thirty (30) working days of receipt of the grievance by the Board or of the date of the hearing with the employee, whichever comes later.

I. LEVEL FIVE - Arbitration:

If the employee is dissatisfied with the decision of the Board of Education and if the grievance pertains to a violation of this Agreement between the Board of Education and the Association, the employee or Association may request the appointment of an arbitrator, such request to be made known to the Superintendent no later than fifteen (15) working days after the decision, in writing, of the Board of Education. The request for arbitration can be honored only if the grievant or grievants and the Association representing them waive the right if any, in writing of said grievant or grievants and the Association representing them to submit the underlying dispute to any other administrative or judicial tribunal, except for the purpose of enforcing the arbitrator's report.

Within ten (10) working days after such written notice of submission to arbitration, the Superintendent and the Association shall attempt to agree upon a mutually acceptable arbitrator. The following procedure will be used to secure the services of an arbitrator.

- a. A joint request shall be made to the American Arbitration Association, to submit a roster of persons qualified to function as an arbitrator in the dispute in question.
- b. If the parties are unable to agree upon a mutually satisfactory arbitrator from the 1st submitted, they will request the American Arbitration Association to submit a second list.

c. If the parties are unable to agree, within ten (10) working days of the initial request for arbitration, upon a mutually satisfactory arbitrator from the second submitted list, the American Arbitration Association may be requested by either party to designate an arbitrator. The arbitrator shall limit himself/herself to the issues submitted to him and shall consider nothing else. He can add nothing to, nor subtract anything from the agreement between the parties or any policy of the Board of Education. The recommendation of the arbitrator shall be advisory, except for claims arising from a misinterpretation or misapplication of the terms of this agreement where such recommendation shall be binding on both parties. Only the Board, the employee and his representative, and the Association shall be given copies of the arbitrator's report. This shall be accomplished within twenty (20) working days of the completion of the arbitration hearings.

J. COST OF ARBITRATION:

Each party shall bear the total cost incurred by itself. The fees and expenses of the arbitrator are the only costs which shall be shared by the two parties and such costs will be shared equally. Whenever, by mutual agreement of the parties, any representative of the Association or any employee participates in grievance proceedings during working hours, he shall suffer no loss in pay.

Forms to be used in the filing of grievances shall be prepared by the Superintendent or his designee after consultation with the Association.

ARTICLE IV

EMPLOYEE RIGHTS AND PRIVILEGES

A. Pursuant to Chapter 123, Public Laws 1974, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiation. As a duly selected body exercising governmental power under the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by Chapter 123, Public Laws 1974 or other laws of the State of New Jersey or the Constitution of New Jersey and the United States; that it shall not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the Association.

B. Nothing contained herein shall be construed to deny or restrict to any employee such rights as he may have under New Jersey School Laws or other applicable laws.

C. No employee shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall not be made public and shall be subject to the grievance procedure herein set forth. Any dismissal or suspension may be considered a disciplinary action and may at the option of the employee, be subject to the grievance procedure.

D. Whenever any employee is required to appear before any administrator or supervisor, Board, or any committee or member thereof concerning any matter which could adversely affect the continuation of that employee in his position, employment or the salary or any increments pertaining thereto, then he shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise him and represent him during such meeting or interview.

E. Representatives of the Association, shall be permitted to transact official Association business on school property at all reasonable times provided this shall not interfere with or interrupt normal school operation.

ARTICLE V

WORK YEAR AND WORK HOURS

A. The drivers work year shall be defined as 180 days per school year.

B. At least one mechanic shall be employed on a twelve (12) month basis, and other mechanics to be hired according to need as determined by the Board.

C. The basic contract for all drivers shall consist of four (4) hours daily, two (2) continuous hours in the A.M. and two (2) continuous hours in the P.M. Drivers shall report for work ten (10) minutes before the scheduled departure time for their first trip and may leave after completion of their routes and other assigned tasks that would occur within the contracted time.

D. The kindergarten runs and midday runs for van drivers shall be included in the basic contract. An employee shall be paid for the kindergarten or midday run for sick or personal leave provided that such leave is available. In the event a kindergarten or van driver chooses to drive a conflicting field trip, the driver is responsible to obtain a replacement for the kindergarten or midday run on the day of the field trip from the seniority list.

E. The work day for full time mechanic(s) shall consist of eight hours, Monday through Friday including one thirty (30) minute uninterrupted lunch period. The employee shall not be required to work beyond 5 P.M. as part of their normal work day.

ARTICLE VI

OVERTIME - ADDITIONAL COMPENSATION

A. Overtime for all full time employees

1. Mechanic - Overtime shall be paid at the rate of one and one half times (1 1/2) the employee's regular hourly rate of pay for all time worked in excess of eight (8) hours in any work day. For the purpose of determining the overtime, the following shall count as regular work days: (Holidays, paid sick days, personal days, vacation days and other approved leave.)

2. On Sunday, overtime shall be doubletime for mechanics.

B. Other Compensation

1. Drivers - Drivers shall be paid at their prorated hourly rate for time spent in the garage while arranging emergency dismissals, as authorized, and time spent over the basic hours due to breakdowns and bus inspections.

2. Bus washing shall be paid at \$9.75 per vehicle.

3. The Board may require drivers to participate in a defensive driving training program as conducted by New Jersey State Officials. Drivers shall be paid at their prorated hourly rate.

4. All drivers shall attend one two (2) hour orientation meeting during the last two weeks of August or an alternate time for drivers who are away at this time, to discuss bus routes, time, stops, etc. Drivers shall advise the School Business Administrator no later than June 30 of their non-availability during this time. Drivers shall be paid at their prorated hourly rate. The Board shall notify the drivers of said meeting date by July 30. The runs shall be available for inspection, one week prior to said meeting.

5. Drivers shall attend a one hour meeting scheduled in late September for the purpose of reviewing bus routes, bus problems, class trips, etc. Drivers shall be paid at their prorated hourly rate.

6. Driver-Overtime at the rate of time and one-half (1 1/2) shall be paid for runs that exceed the basic contracted time provided they start within the normal driving hours.

C. Trips

1. Drivers shall be available for at least three field trips a year if needed. When drivers are assigned to major cities, such as Philadelphia, New York, Trenton or other locations considered to be difficult driving areas as determined by the Superintendent of Schools and/or his designee, at least two buses or two (2) drivers on one bus will be assigned and these drivers shall alternate the driving.

2. Procedures

- a. Trips are posted on bulletin board 72 hours prior to scheduled date.
- b. Interested drivers must sign their name and date.
- c. 48 hours before trip the list will be removed and the drivers chosen by order of seniority.
- d. The list of drivers is then posted.
- e. When a trip is requested on short notice, the drivers will be asked if they are interested by order of seniority.

3. Compensation

- a. All trips shall be compensated at \$9.75/hour in 1989-90.
- b. Trips
 1. Field trips
 2. Extra runs
 3. Shuttle: within district
 4. Kgn. runs and midday runs
 5. After school
 6. Weekends

ARTICLE VII

HOLIDAY SCHEDULE FOR NONDRIVER PERSONNEL

A. Twelve (12) Month Employees:

1. July 4th
2. Labor Day
3. Columbus Day or Veterans Day or days in lieu of arranged with supervisor
4. Thanksgiving Day and the day after
5. Christmas and another day
6. New Year's Day and another day
7. Good Friday
8. Easter Monday
9. Memorial Day
10. Presidents Day

In the event a twelve (12) month employee is required to work on an above listed holiday the employee shall be paid at a rate of time and one half (1 1/2) for the day worked.

B. Ten (10) Month Employees:

1. Columbus Day and Veterans Day or days in lieu of arranged with supervisor
2. Thanksgiving Day and the day after
3. Christmas Day and another day
4. New Year's Day and another day
5. Good Friday
6. Easter Monday
7. Memorial Day

C. The mechanics may choose to attend the N.J.E.A. Convention days at no loss of pay or time providing that one mechanic is on duty each of the N.J.E.A. Convention days. A certificate of attendance will be furnished upon request.

ARTICLE VIII

VACATION SCHEDULE

A. Vacation eligibility for all twelve (12) month employees shall be determined as of July 1 of each year. Vacation times shall be scheduled to coordinate with the work schedule and shall be subject to the approval of the immediate supervisor. Such approval shall not be arbitrarily withheld.

1. 1 - 5 years	2 weeks
2. 6 - 9 years	3 weeks
3. over 9 years	4 weeks

ARTICLE IX

EMPLOYEE FACILITIES AND RESPONSIBILITIES

A. The Board shall pay the cost of rental uniforms for the mechanic.

B. Drivers shall be responsible for the general cleanliness of their assigned vehicle. General cleanliness shall include the sweeping of the vehicle daily and the cleaning of the windshield as often as is necessary.

C. Each bus driver shall before leaving the garage on each morning check their vehicle for safety by use of the safety list required by the State of New Jersey.

D. Drivers shall provide the following reports when necessary; repairs which are necessary, accidents as required by law, discipline forms and field trip evaluations with a 4th copy to be retained by driver.

ARTICLE X

EMPLOYMENT PROCEDURE

A. Each driver shall receive credit for up to a maximum of six (6) years of previous experience in the Medford Township Public Schools as a bus driver, and up to a maximum of three (3) years experience in other New Jersey districts as a bus driver. Such time shall only be applicable to the initial placement on the salary guide.

B. Each employee shall be placed on his proper step of the salary schedule as of the beginning of the 1989-90 school year. Any employee employed for six (6) successive months of any school year shall be given full credit for one (1) year of service towards the next increment step for the following year.

C. Resignations - An employee who is resigning from his/her position shall give the normal two (2) weeks notice. Earned vacation shall be paid according to the proportion of full months worked to the total contract year, unless proper notice has not been given.

D. Employees shall be notified of their contract and salary status for the ensuing year no later than May 30th.

E. At no time shall the Board or any Agent thereof, assign or direct any employee covered by this contract to any duties inconsistent with their general job description. The parties agree that employees shall continue to serve under the direction of the Superintendent of Schools and in accordance with Board and Administrative policies, rules and regulations provided that the provisions of this Agreement shall supersede and prevail over any conflicting provisions.

F. The Board agrees that it will not hire new drivers at rates that are higher than presently employed drivers with equivalent work experience.

ARTICLE XI

SENIORITY

A. School district seniority is defined as service by employees in the school district. Seniority begins with the first contracted work day. An employee shall lose all accumulated school district seniority only if he:

1. Resigns or is discharged for cause, irrespective of whether he is subsequently rehired by the district.
2. If there is a tie; a lottery shall be used at the beginning of each year to determine the order of seniority for that year.

B. Seniority - Buses - Runs

1. When job advancement openings occur present employees shall be considered by order of seniority.

2. When a kindergarten or noonday van run becomes available during the school year, the remaining names on the seniority list for the selection of these runs shall be considered.

3. In the event a run is discontinued during the school year, the affected driver shall be assigned to a run by the supervisor for the remainder of the school year.

C. Selection of Runs

1. Drivers shall select their runs at the beginning of each school year. The drivers shall select in the order of their district seniority. The selections of the drivers shall be honored as they have in the past except if the selection is not administratively feasible. If the selection does not meet with approval, the driver may select a second and third choice.

2. New buses which arrive during the school year shall be assigned according to the needs of the district as determined by the administrators.

3. Any employee originally employed to drive special education vans and midday kindergarten routes may not have this assignment usurped by the seniority process.

D. Reduction in Force

1. In the event of a work location reduction in force, including reductions caused by discontinuance of facility, the employees shall be laid off in the inverse order of seniority of the employees in the department involved.

2. A laid off employee shall be entitled to recall, thereto in the order of his departmental seniority. An employee shall remain on the lay off list for ten (10) months. The Board shall not hire from the outside market until all those on the list have received a reply to the recall notice.

3. Notice of recall to work shall be addressed to the employee's last address appearing on the records of the school district, by certified mail return receipt requested. Within seven (7) consecutive days from the receipt of such notice of recall, the employee shall notify the Director of the department involved, in writing, whether or not he/she desires to return to such work, involved in the recall.

ARTICLE XII

SALARIES

A. The salary of each employee covered by this Agreement is set forth in Schedule A which is attached hereto and made a part hereof.

B. Each employee employed on a twelve (12) month basis shall be paid in twenty-four (24) semi-monthly installments. Pay dates shall be the 15th and 30th of each month except February which will be the 15th and the last working day of the month.

C. Each employee employed on a ten (10) month basis shall be paid in twenty (20) semi-monthly installments. All deductions shall be paid in twenty (20) equal installments. Pay dates shall be the 15th and 30th of each month except February which will be the 15th and the last working day of the month.

D. Each employee may individually elect to have ten (10%) percent of his monthly salary deducted from his pay. These funds shall be paid to the employee or his estate on the final payday in June, or according to a schedule of payments throughout the summer, or upon death or termination of employment, if earlier.

E. When a payday falls on or during a school holiday, vacation or weekend, employees shall receive their paychecks on the last working day.

ARTICLE XIII

DISMISSAL PROCEDURE

A. Any employee who received a notice of non-employment may within ten (10) calendar days thereafter, in writing, request a statement of reasons for such non-employment from the superintendent, which statement shall be given to the employee in writing within ten (10) calendar days after receipt of such request.

B. Any employee who has received such notice of non-employment and a statement of reasons shall be entitled to a hearing before the Board, provided a written request for hearing is received in the office of the Secretary of the Board within ten (10) calendar days after receipt by the employee of the statement of reasons. The Board shall meet within thirty (30) days of the receipt of the request. The employee may elect to have a representative with him.

C. Should the Board fail to give a nontenure employee either an offer of contract for employment for the next succeeding year or a notice that such employment shall not be offered, the Board shall be deemed to have offered to that employee continued employment for the next succeeding school year upon the terms and conditions of employment as may be required by law or agreement between the Board and the employee.

ARTICLE XIV

COMPLAINTS

A. Any complaints regarding an employee which does or may influence evaluation of an employee shall be processed through the immediate supervisor. There shall be a meeting of the employee and the supervisor to appraise the employee of the full nature of the complaint and they shall attempt to resolve the matter informally.

ARTICLE XV

LIAISON COMMITTEE

A. The Association representative shall meet with the Superintendent at least two (2) times during the school year to review and discuss current problems and practices of mutual interest and the administration of this Agreement. The meeting shall be at a time mutually agreeable to the parties and the Association shall submit an agenda one (1) week prior to the meeting.

ARTICLE XVI

SICK LEAVE

A. As of September 1, 1989, to July 1, 1990, all employees shall be entitled to ten (10) days sick leave for ten (10) month employees and twelve (12) days sick leave for twelve (12) month employees, each school year as of the first official day of said school year, whether or not they report for duty on that day. Unused sick leave days shall be accumulated from year to year with no maximum limit.

B. A pay difference between substitute driver and driver's pay when sick leave expires shall be paid to the driver for twenty (20) driving days after the expiration of cumulative sick leave. Employees shall be given written notice accounting of accumulating sick days no later than October 15th of each school year.

C. Sick Leave Buy Out - Upon retirement from the District as certified by the Division of Pensions, the Board shall pay the retiring driver/mechanic severance pay calculated at twenty dollars (\$20.00) per day for the 1989-90 contract year, for every unused sick day the retiring drier/mechanic or drivers/mechanics have accumulated during the course of their employment with the Medford Township Board of Education.

D. Any employee who does not use sick leave during the 1989-90 school year shall be paid \$150.00 by the Board of Education on July 30, 1990.

ARTICLE XVII

LEAVES OF ABSENCE

A. As of the beginning of the 1989-90 school year, employees shall be entitled to the following leaves with pay each school year:

1. Personal - Three (3) days for ten (10) month employees and four (4) days for twelve (12) month employees, leave of absence for personal, legal business, household or family matters which require absence during school hours. Application to the employee's immediate superior/supervisor for personal leave shall be made at least three (3) days before taking such leave (except in the case of emergencies) and the applicant for such leave shall not be required to state the reason for taking such leave other than he is taking it under this section. Personal leave shall not be taken one (1) day prior to or one (1) day following a holiday or vacation or during the last week of the school year, except in the case of emergency. Two (2) unused personal days shall accumulate as sick days.

2. Legal - Time necessary for appearance in any legal proceeding connected with the employee's employment or with the school system if the employee is required by Law to attend.

3. Death - Up to five (5) days at any one time in the event of death of an employee's spouse, child, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, brother, sister or grandparents.

4. Marriage - Honeymoon up to three (3) days for the purpose of marriage or honeymoon.

5. Military - Time necessary for persons called into temporary active duty of any unit of the U.S. Reserves or the State National Guard.

6. Other leaves of absences with or without pay may be granted by the Board for good reason. All extensions or renewals of leaves shall be applied for in writing.

B. Maternity Leave of Absence

1. Any employee seeking a leave of absence for reasons associated with pregnancy shall file a written request for such leave with the Superintendent at least thirty (30) days in advance of the date on which said leave is to commence, which request shall likewise specify therein the date on which said employee proposes to return. The Board shall honor the leave dates so requested, if the same will not substantially interfere with the effective administration of the educational program to which the employee was assigned, and subject to the following conditions:

- a. The Board may require, as a condition of the employee's return to service, production of a certificate from a physician certifying that the employee is medically able to resume her duties.
- b. Employees who are pregnant may elect to use part or all of their accumulated sick leave. Upon expiration of the accumulated days, she shall then be granted a maternity leave of absence.
- c. The parties recognize that the Board will ordinarily grant, reduce or extend such leaves of absence dates to coincide with the commencement and termination of school semesters.

2. The Board reserves the right to remove any pregnant employee from her position or to insist that the employee accept a leave of absence therefrom if, after her pregnancy is confirmed, her performance has substantially declined in comparison to her performance prior to the medical confirmation of pregnancy, or if her physical condition or capacity is such that her health would be impaired if she were to continue. Such physical capacity shall be deemed so impaired if any of the following occur:

- a. The pregnant employee, after written request from the Superintendent, fails to produce a certification from her physician that she is medically able to continue to perform her duties; or

b. The pregnant employee's physician and a physician designated by the Board agree that she is not medically able to perform her duties; or

c. If, after a difference of medical opinion by the employee's physician and the Board's physician, a third physician designated by mutual agreement of the employee and the Board, or, if no such agreement can be reached, by the Burlington County Medical Society, certifies, that, in his opinion, the employee is not medically able to perform her duties. If it becomes necessary to seek the opinion of a third physician, his fee shall be shared equally by the Board and the employee involved.

3. In the event that an employee pregnancy terminates prior to the expiration of the leave which has been granted, or prior to the inception of the leave which may have been requested, said employee may apply for early reinstatement by filing a written request therefore with the Superintendent accompanied by a physician's certification that she is medically able to resume or to continue to perform her duties. The Board shall grant such request if it has not contractually obligated itself to employ a replacement for the employee in question during the period for which leave had been originally requested or granted, and if such request can be fulfilled without substantially interfering with the effective administration of the educational program to which the employee in question was assigned and seeks to be reinstated.

4. The Board shall not discriminate against any person in violation of N.J.S.A. 10:5-1 et seq., the law against discrimination, nor violation of the Constitution of the United States and the State of New Jersey.

ARTICLE XVIII

INSURANCE PROTECTION

A. The Board will assume 100% premium payments for full family coverage of Blue Cross/Blue Shield, Rider J. and Major Medical for all drivers/mechanics on request.

B. The Board shall provide a prescription insurance plan for each eligible employee and dependents. The Board shall pay 100% of the premium for single and dependent coverage for eligible employees.

C. The Board of Education shall provide a Dental Plan that is based on the usual and customary rate charged for dental work for the contract year 1989-90. The Board of Education will assume 100% of the premium. This coverage shall be a nondeductible plan and include:

1. Oral Surgery
2. Prosthodontics benefits
3. Periodontic benefits
4. Orthodontic benefits up to \$1,500

D. The Board of Education shall provide an optical insurance plan that is based on the New Jersey Vision Service Plan for all employees. The Board of Education will assume 100% of the premium for all employees and their dependents. This coverage shall be a non-deductible plan and include:

- a. Vision Analysis
- b. Lenses
 - 1. Spectacle Lenses - to include bifocals, trifocals, lenticular
 - 2. Contact Lenses
- c. Frames

The benefit period is to be over 18 months.

E. Any contemplated change in the carrier now specified shall be discussed with the Association prior to such change. Such change shall provide equivalent coverage and service.

ARTICLE XIX

DEDUCTIONS

A. The Board agrees to deduct from the salaries of its employees dues for the Association. Such deductions shall be made in compliance with Chapter 233 New Jersey Public Laws of 1969 (N.J.S.A. 52:14-15.9e) and under rules established by the State Department of Education. Said monies, together with current records of any corrections, shall be transmitted to such person as may from time to time be designated by the Association. Any Association which shall change the rate of its membership dues shall give the Board written notice prior to the effective date of such change.

ARTICLE XX

MISCELLANEOUS PROVISIONS

A. Nondiscrimination - The Board and the Association agree that there shall be no discrimination and that all practices, procedures and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer, or discipline of employees or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile or marital status.

B. This Agreement constitute Board policy for the term of said Agreement and the Board shall carry out the commitments contained herein and give them full force and effect as Board policy.

C. Proposed new rules or modifications of existing rules governing working terms and conditions shall be negotiated with the majority representative before they are established.

D. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provisions or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

E. The Medford Township Board, on its own behalf and on behalf of the taxpayers of the district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of new Jersey and of the United States.

F. This Agreement represents and incorporates the complete and final understanding and settlement by the parties hereto of all bargainable issues which were or could have been subject to negotiations. During the terms of this Agreement, the Board and the Association agree to abide by the provisions of Chapter 123, Public Laws of New Jersey.

G. Any individual contract between the Board and the individual employee, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement.

H. Copies of this Agreement shall be printed at the expense of the Board after agreement with the Association on format within thirty (30) days after the Agreement is signed. The Agreement shall be presented to all employees.

I. Whenever any notice is required to be given by either parties to this Agreement, to the other, pursuant to the provisions of this Agreement, either party shall do so by telegram or registered mail at the following addresses.

Board: Medford Township Board Office
Westminster House, 320 Stokes Road
Medford, New Jersey 08055

Association: Medford Township Bus Garage
Allen Avenue
Medford, New Jersey 08055

ARTICLE XXI

REPRESENTATION FEE EFFECTIVE JULY 1, 1983

A. Representation

If a certified employee as covered in this Article does not become a member of the Association during any membership year (i.e. from September 1 to the following August 31) which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Association for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as majority representative.

B. Amount of Fee

1. Notification

Prior to the beginning of each membership year, the Association will notify the Board in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its own members for that membership year. The representation fee to be paid by nonmembers will be determined by the Association in accordance with the law.

2. Legal Maximum

In order to adequately offset the per capita cost of services rendered by the Association as majority representative, the representation fee should be equal in amount to the regular unified membership dues, shall include Local, County, State and National organization fees, initiation fees and assessments charged by the Association to its own members, and the representation fee may be set up to 85% of that amount as the maximum presently allowed by law. If the law is changed in this regard, the amount of the representation fee automatically will be increased to the maximum allowed, said increase to become effective as of the beginning of the Association membership year immediately following the effective date of the change.

C. Deduction and Transmission of Fee

1. Notification

Once during each membership year covered in whole or in part by this Agreement the Association will submit to the Board a list of those employees who have not become members of the Association for the then current membership year. The Board will deduct from the salaries of such employees, in accordance with paragraph 2 below, the full amount of the representation fee and promptly will transmit the amount so deducted to the Association.

2. Payroll Deduction Schedule

The Board will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question. The deductions will begin with the first paycheck paid:

- a. Ten (10) days after receipt of the aforesaid list by the Board; or
- b. Thirty (30) days after the employee begins his or her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position and continued in the employ of the Board in a nonbargaining unit position or was on layoff, in which event the deductions will begin with the first paycheck paid ten (10) days after the resumption of the employee's employment in a bargaining unit position, whichever is later.

3. Termination of Employment

If an employee who is required to pay a representation fee terminates his or her employment with the Board before the Association has received the full amount of the representation fee to which it is entitled under this Article, the Board will deduct the unpaid portion of the fee from the last paycheck paid to said employee during the membership year in question. This shall also apply to a member terminating employment or taking a Board approved leave of absence.

4. Mechanics

Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association.

5. Changes

The Association will notify the Board in writing of any changes in the list provided for in paragraph one above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than ten (10) days after the Board received said notice.

6. New Employees

On or about the last day of each month, beginning with the month this Agreement becomes effective, the Board will submit to the Association, a list of all employees who began their employment in a bargaining unit position during the preceding thirty (30) day period. The list will include names, job titles and dates of employment for all such employees.

The Medford Township Transportation & Vehicle Maintenance Association shall indemnify and hold the Medford Township Board of Education harmless against any and all claims, demands, suits and other forms of liability, including liability for reasonable counsel fees and other legal costs and expenses, that may arise out of, or by reason of any action taken or not taken by the employer in conformance with this provision.

ARTICLE XXII

DURATION OF AGREEMENT

A. This Agreement shall be effective as of July 1, 1989 and shall continue in effect until June 30, 1990.

B. In witness whereof, the Association has caused this Agreement to be signed by its president and secretary and the Board has caused this Agreement to be signed by its president, attested by its secretary and its corporate seal to be placed hereon, all on the day and year first above written.

MEDFORD TOWNSHIP TRANSPORTATION & VEHICLE MAINTENANCE ASSOCIATION

PRESIDENT: Aguy McFayough

SECRETARY: Patricia M. Richardson

DATE: 9/19/89

BOARD OF EDUCATION OF MEDFORD TOWNSHIP

PRESIDENT: Tommy S. Hough

SECRETARY: Marylyn T. Prodo

DATE: 9/19/89

MEDFORD TOWNSHIP PUBLIC SCHOOLS
Medford, New Jersey 08055

BUS DRIVERS SALARY GUIDE

1989-1990

<u>Recognized Experience</u>	<u>Step</u>	<u>1989-90</u>	<u>Hourly Rate</u>
0	1	\$5,400	\$7.50
1 - 4	2	5,699	7.92
5 & 6	3	6,153	8.55
7 - 9	4	6,385	8.87
10 & 11	5	6,919	9.61
12	6	7,267	10.09
13	7	7,478	10.39
14 & 15	8	7,767	10.79
16	9	8,386	11.65
17	10	8,709	12.10
18+	11	9,378	13.03

